

KEDARI TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU PROCEED. BY USING THIS WEBSITE/APPLICATION, YOU INDICATE THAT YOU UNCONDITIONALLY ACCEPT THE TERMS AND YOU AGREE TO ABIDE BY THEM. IF YOU DO NOT AGREE WITH THE TERMS, PLEASE DO NOT USE THIS WEBSITE

1. AGREEMENT AND ACCEPTANCE

- 1.1. All intending users and users are advised to read these terms and conditions carefully before using the features of this website/application (“this Website” or “the Website”). By using this Website, you indicate acceptance of these terms irrespective of whether you sign up for use of this Website or not. If these terms are not agreeable to you, please do not proceed to use this Website.
- 1.2. These terms and conditions may be revised/updated from time to time. Ensure you check regularly for any notification of an update/change to these terms. Kindly endeavor to review the terms as they will be binding on you if you continue to use this Website after such change.

2. CONTENT AND USE

- 2.1. The Website which is provided to you without any charge is designed to allow you access your existing account and upon further updates open an account with us and/or access your account. Consequently, confidential information might be sent to you following activities initiated by you on this Website. This information will be sent to the email addresses provided by you at the point of onboarding or subsequently (“your email address”). Kedari Capital Limited (the “Company”) presumes that all instructions received from your email address is valid and can be duly executed. YOU HEREBY AGREE TO INDEMNIFY THE COMPANY, ITS AFFILIATES, THEIR DIRECTORS, EMPLOYEES, AND OFFICERS (THE “INDEMNIFIED PERSONS”) AGAINST ALL CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS AND COSTS RESULTING DIRECTLY OR INDIRECTLY FROM THE TRANSMISSION OF THE CONFIDENTIAL INFORMATION TO YOUR EMAIL ADDRESS.
- 2.2. Certain parts of this Website may be accessed only by use of a user identification and/or password. If you have access to any of these parts, you are responsible to

ensure that your user identification and/or password are not disclosed to any other person. If you disclose your user identification and/or password to any other person or become aware of any unauthorized access, you are obliged to advise us immediately to enable us de-activate or otherwise restrict your account as may be required. YOU ARE RESPONSIBLE FOR AND HEREBY AGREE TO INDEMNIFY THE INDEMNIFIED PERSONS FROM AND AGAINST ALL CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, AND COSTS RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF YOUR IDENTIFICATION AND/OR PASSWORD BY THE PERSON TO WHOM YOU DISCLOSED THEM OR BY ANY OTHER PERSON.

2.3. We reserve the right to revise the content, display, or functionality of this Website as we deem necessary. Consequently, information may be changed, removed, or updated without prior notice to you. Also, disruptions to this Website may occur as a consequence of the need to revise its content, display or functionality, or for other related and/or unrelated reasons. Although we will try to minimize disruptions to the Website, we do not guarantee that this Website will be available at all times. We also reserve the right to remove this Website completely without prior notice to you.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY INDEMNIFIED PERSON BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, TIMELINESS, SUITABILITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH KEDARI CAPITAL LIMITED OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER OR NOT THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT KEDARI CAPITAL LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL KEDARI CAPITAL LIMITED'S CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU TO US AS FEES.

4. INTELLECTUAL PROPERTY

4.1. The Company maintains all copyrights and other Intellectual property rights with respect to materials, logos, graphic designs, and other works on this Website.

4.2. All materials contained on this Website are the Company's registered/unregistered trademarks or those of third parties. Please note that being a user on this Website does not grant you the right to use any of the trademarks or intellectual property without prior consent given by the Company.

4.3. Regardless of the existence of copyright(s), the Company remains the owner/custodian of all the materials on this Website. You are not entitled to any right or title to the materials.

5. FEATURES

5.1. This Website is at present designed to allow you access your existing account to view your account information. Following upgrades to the website which shall necessitate a revised terms and conditions, it may contain features that enable users carry out transactions including but not limited to the following: (a) account funding; (b) withdrawals; (c) equities trading; (d) stock pricing list; (e) recurrent payments; (d) transactional and executional functions; and (e) chat room.

5.2. The current feature above may only be accessed by fully registered and existing clients of Kedari Capital Limited or persons onboarded after the launching of the website.

5.3. The features listed as likely upgrades above may only be accessed by subsequently registered users of the website. A visitor may have access to general information but will not be able to carry out transactions of any kind.

6. REGISTRATION/SIGN ON

6.1. To access the current feature of this Website, an intending user will need to have an open account directly through Kedari Capital Limited's customer care representative. Existing and new clients will be advised of log in details via email.

6.2. Following the upgrade, an intending user will need to have an open an account by selecting the type of account (s) they wish to open. On successful completion, an initial email will be sent informing the user that an account has been created. A second email will be sent stating the details of the account.

- 6.3. An activation request email may be generated by the system to the user which expires after 72 hours.
- 6.4. Alternatively, you may request log-in details by clicking on the “Request a login” tab above the welcome page. An email will be sent to your registered email address advising on the steps to take.
- 6.5. Please ensure that you use a strong password and avoid sharing same with third parties. A strong password shall include uppercase, lowercase, special characters, and a number. Use secure connections when signing in to prevent unauthorized access to your account. You have the sole responsibility of ensuring your password is secure.
- 6.6. Registration on this website is limited to a single user. No multi-party user registration is allowed.

7. SERVICE ACCESS

- 7.1. Although this Website will be accessible 24 hours every day of the week, no Indemnified Person will be liable if it becomes unavailable.
- 7.2. Where there is a system failure, malware, maintenance, upgrade or for reasons beyond the Company’s control, access may be suspended provisionally without notice.
- 7.3. With respect to equities trading, the trade instructions/mandates hit the trading portal of the Nigerian Exchange Limited. The trading times are from 10:00 am to 2:30 pm Mondays to Fridays only (excluding public holidays). Instructions sent outside these times will not be processed until trading resumes.

8. USER CONDUCT

- 8.1. You should ensure correctness and accuracy of the information you provide as this will be used in processing your transactions.
- 8.2. You are implored to avoid using any harmful device that has been exposed to malware such as trojan horses, viruses, worms, harmful components, corrupted

data, or malicious software on this Website. The Company may terminate your use of this Website automatically if you breach this term or any other term.

9. SENDING AND PROCESSING INFORMATION

Instructions, activities, and transactions received from you after you log in with your registered log-in details (Username and Password) will be deemed received from you and will be taken as being authorized by you and intended to have legal force and effect.

10. CONFIRMATION OF RECEIPT OF INSTRUCTIONS

10.1. Transaction instructions are deemed received only when the Company has confirmed receipt to the user via email. Where no confirmation of receipt of instruction is received, please check your account or contact our Customer experience team (mandate@kedaricapital.com) before resending the instruction to prevent duplication of instruction as the initial instruction may still be processed. Neither the Company nor any Indemnified Person will be liable for any duplicated transaction where the Company did not confirm receipt of the instruction(s).

10.2. Please be informed that for equities trading, instructions are linked directly to and executed on the portal of the Nigerian Exchange Limited. No Indemnified Person will be liable for any incorrect instruction given with respect to such transactions.

11. NO SOLICITATION

The information on this Website was prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and we are not soliciting any action based upon it. Nothing on this Website or in these terms may be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions give rise to substantial risk and are not suitable for all investors. Although this material is based upon information that we consider reliable and endeavor to keep current, we have not verified this information and do not represent that this material is accurate, current, or complete and it should not be relied upon as such.

12. FEES/CHARGES

- 12.1. Should the website be upgraded to support account funding, the terms will be revised to include fees, charges and any other applicable terms.

13. LIABILITY FOR THE USE OF THE WEBSITE

- 13.1. You are advised to check carefully before using, transacting or investing in any product as the information on this Website may not always be up to date or complete. The Company will not be liable for any losses where you fail to verify before investing. If unsure of the products and services you want to subscribe for, please contact your account officer or an independent financial adviser or broker.
- 13.2. The Company will take reasonable care to check the reliability of the information provided by third party sites linked through this website, we do not however have control of their content and will not be responsible for losses incurred because of the use of such websites.

14. DISCLAIMER

- 14.1. Please note that the information contained in this Website are also for general purposes. Therefore, we shall endeavour to keep all such information up to date and correct. However, we make no warranties of any kind, either expressly or impliedly about the accuracy, completeness, suitability, or availability with respect to this Website or information on this Website or other products, services, or related graphics contained on this Website. Consequently, any reliance placed on such information is strictly at your risk.
- 14.2. The Company will not be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever, arising from loss of data or profits arising out of or in connection with the use of this Website. In addition, we shall endeavour to keep this Website up and running smoothly. However, we will neither be liable for nor take responsibility where this Website is temporarily unavailable due to technical hitches beyond our control.

- 14.3. Kindly ensure that all passwords and personal information or log in details are kept secure as the Company will not be liable for any loss or damage caused by any use of your log in details in connection with the use of this Website.

15. Enforcement of Terms and Remedies

- 15.1. Termination of Membership: In the event of a violation of these Terms, including any restrictions outlined in Clause 2 or infringement on the rights of other users, KEDARI reserves the right to terminate your membership and restrict further access to the App. This may include the implementation of a lifetime ban. KEDARI also reserves the right to pursue legal action, if necessary. While KEDARI may provide seven (7) days' notice prior to taking such actions, it is under no obligation to do so.
- 15.2. Cancellation of Investment Mandates: In the case of a material violation of these Terms, KEDARI may cancel any active investment mandates and, where applicable, refund monies paid, provided you have not yet taken possession of the investments. Refunds for prior payments will not be issued unless explicitly stated within this clause.
- 15.3. Injunctive Relief: KEDARI reserves the right to seek injunctive relief or other equitable remedies in response to any violations of these Terms.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. These Terms and Conditions are governed by Nigerian Law. All disputes and claims arising from this Agreement shall be resolved by Arbitration by a single Arbitrator in accordance with the Arbitration and Mediation Act 2023, which Rules are deemed incorporated by reference to this Clause. The Arbitrator shall be appointed by the agreement of the Parties. The seat of Arbitration shall be Lagos, Nigeria, and the language to be used in the arbitral proceedings shall be English.
- 16.2. The rules, procedures and award of the arbitration shall be binding on the Parties. The arbitral award shall be delivered within three (3) months after the appointment of the Arbitrator or within such period as may be agreed upon by the Parties. The fee of the Arbitrator shall be borne equally between both Parties. However, each Party shall bear its own cost and lawyer's fees.

17. SEVERABILITY

In the event that any provision of these terms is found to be unenforceable, illegal or invalid by a court of competent jurisdiction, the enforceability, legality and validity of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such unenforceability, illegality or invalidity.

18. HEADINGS

The headings in this document have been provided for convenience only and do not affect the interpretation of the clauses.